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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

11 RODOLFO FIDEL MENDOZA,
12 individually, and on behalf of a class of
13 similarly situated individuals,

14 Plaintiff,

15 v.

16 GENERAL MOTORS, LLC,
17
18 Defendant.

Case Number: **CV10-2683 AHM VBKx**

**CLASS ACTION COMPLAINT
FOR:**

- (1) **Violations of California
Consumer Legal Remedies Act**
- (2) **Violations of Unfair Business
Practices Act – Secret
Warranty**
- (3) **Violations of Unfair Business
Practices Act**
- (4) **Breach of Implied Warranty
pursuant to Song-Beverly
Consumer Warranty Act**

JURY TRIAL DEMANDED

28 Case No.:

INTRODUCTION

1. Plaintiff Rodolfo F. Mendoza ("Plaintiff") brings this action for himself and on behalf of all similarly situated persons ("Class Members") who purchased or leased certain defective sports utility vehicles manufactured by Defendant General Motors, LLC ("GM" or "Defendant").

2. Defendant designed, manufactured, distributed, sold, and leased Chevrolet Equinox sport utility vehicles ("SUV") of model years 2005 to 2009 and Pontiac Torrent SUVs of model years 2006 to 2009 (collectively, the "Class Vehicles") to Plaintiff and Class Members.

3. Beginning in 2005, if not before, Defendant knew or should have known that the Class Vehicles contain one or more design flaws and/or structural defects that causes them to be highly prone to water leaks and flooding (the "water leak defect"), including but not limited to water leaks that result in flooding of the trunk and spare tire well, water leaks that result in damage to the vehicles' front lights and taillights, as well as water leaks to the car's interior cabin, causing mold and electrical failure due to the water damaging the computer, electrical system, and interior components of the Class Vehicles.

4. The water leak defect presents a safety hazard and is unreasonably dangerous to consumers for several reasons.

5. The water leak defect is dangerous because of the danger of catastrophic engine and/or electrical system failure as a result of the water damaging the vehicle's interior components while the vehicle is in operation. Thus, the flooding can cause engine failure, suddenly and unexpectedly, at anytime and under any driving condition or speed, thereby contributing to traffic accidents, which can result in personal injury or death.

6. The water leak defect is also known to cause tail lights to fail or malfunction. This creates an unreasonably dangerous situation for the driver and vehicles behind the driver that can potentially lead to rear-end accidents, or at the

1 very least, can result in traffic violations, tickets, and increased insurance
2 premiums for the Class Vehicles' drivers.

3 7. Further, the water leak defect is particularly dangerous in a relatively
4 closed environment like that found inside an SUV such as the Class Vehicles
5 (even more so when the air is being recycled) because it can promote mold
6 growth. For example, when it rains or when the vehicle is washed, the failure of
7 the Class Vehicles to prevent water from entering the vehicle causes the water to
8 accumulate in the trunk and/or passenger compartment, causing mold (as well as
9 bacteria and other contaminants) to infect the air of the car's interior cabin,
10 thereby exposing Class Members, their passengers, and individuals with whom
11 they come in contact to serious health risks.

12 8. Mold reproduces by generating spores that are released into the air,
13 which then land on moist surfaces. They thrive in dark, warm, and moist
14 locations, such as inside trunks and under tire wells, under wet carpets, within the
15 vehicles' interior cabins, and other such locations. Mold can trigger numerous
16 health problems, including allergic reactions and asthma attacks. For example,
17 exposure to these mold and other contaminants can cause difficulty breathing and
18 headaches, as well as asthma and allergies, in those who would not otherwise have
19 such health problems. These dangers are exacerbated by the fact that the mold
20 and other contaminants can be transferred by touch to other surfaces separate from
21 the vehicle. So, for example, if a passenger places an object in the trunk of a
22 vehicle with mold, that mold can attach to the surface of that object and will be
23 taken wherever that object is taken, e.g., the home, the workplace, school, etc.
24 Complaints from exposure to mold include, but are not limited to, flu-like
25 symptoms, chronic fatigue syndrome, memory impairment, migraine headaches,
26 sick-building syndrome, dizziness, and nosebleeds.¹

27
28 ¹ These are the mild symptoms. Many researchers claim that mold can
attack several main body systems, including the brain, the central nervous

1 9. The soaked interiors of Class Vehicles subject to the water leak
2 defect are also extremely difficult to dry properly and are often prone to hazardous
3 mold and odor, even after several detailed cleanings. Moreover, smaller, initial
4 leaks, as well accumulation of water under the tire well—while still causing the
5 same damage to the vehicles and their owners (*i.e.*, hazardous mold)—often go
6 undetected for months or years.

7 10. In addition to safety hazards, the cost of the water leak defect to
8 consumers can be exorbitant because consumers will be required to pay hundreds,
9 if not thousands, of dollars both to repair the water leak defect and to repair the
10 extensive damage that it causes to the vehicle's flooring, carpeting, and electrical
11 systems.

12 11. Plaintiff is informed and believes and based thereon alleges that
13 Defendant knows or should have known that the Class Vehicles are defective and
14 not fit for their intended purpose of safe and reliable transportation. Nevertheless,
15 Defendant has actively concealed and failed to disclose this defect from Plaintiff
16 and the Class Members at the time of purchase or lease and thereafter.

17 12. Plaintiff is informed and believes and based thereon alleges that as
18 the number of consumer complaints about the water leak defect increased,
19 Defendant issued a secret technical service bulletin ("TSB") to its dealers in which
20 it implemented cheaper, albeit temporary, fixes: mainly replacing and/or resealing
21 (with a special "3M(TM) Ultrapro Autobody Sealant Clear or [its] equivalent")
22 various structural components of the Class Vehicles that are defective, in part,
23 because of insufficient, inadequate, or improperly applied body sealer. Although
24 Defendant normally attributes water leaks to outside influences and does not cover
25 system, and the immune system. Mold has been the direct cause of some deaths.
26 Asthmatics, infants, and individuals suffering immune system deficiencies are
27 particularly susceptible to the deleterious effects of mold. People with asthma
28 when exposed to strong concentrations of mold can literally die from such
exposure.

1 them under warranty, it has nevertheless instructed its dealers to perform the
2 resealing and/or or replacement program at no cost to the consumer.

3 13. However, Defendant's clandestine program to temporarily fix the
4 water leak defect, with a special sealer, was strictly limited to the most persistent
5 customers and only those who complained loudly enough. For example, when
6 Plaintiff's daughter complained about the water leak defect, she was told by a GM
7 authorized dealer that "it happens here all the time" and to "just air it out."

8 14. Plaintiff is informed and believes and based thereon alleges that if
9 Defendant's secret, temporary fixes, including resealing of the various structural
10 components of the Class Vehicles with the special sealer, are successful, the effect
11 of these fixes only last long enough to ensure that the manifestation of the water
12 leak defect occurs outside of warranty period, but they will not permanently
13 remedy the problem. This ultimately leaves consumers with defective vehicles
14 that are substantially certain to again experience the water leak defect, the
15 consequent damage caused by water leaks, and the associated safety hazards.

16 15. Plaintiff is also informed and believes and based thereon alleges that
17 Defendant is aware that replacing and/or resealing the various structural
18 components of the Class Vehicles does not fix the water leak defect. However,
19 Defendant has implemented the replacing and/or resealing process simply to
20 prolong the amount of time that will elapse before the water leak problem again
21 manifests itself; thus, helping ensure that the water leak defect occurs outside of
22 the warranty period so that Defendant can easily and unfairly shift financial
23 responsibility for the water leak defect to Class Members.

24 16. Plaintiff is also informed and believes and based thereon alleges that
25 to mollify those consumers who complain loudly enough, Defendant implemented
26 another clandestine program to secretly reimburse or pay for repair costs of those
27 Class Vehicles that suffer from the water leak defect and the related damage that it
28 causes, even when the water leak defect and the related damage that it causes

1 occurs outside the vehicle's 3-year/36,000-mile express warranty period.
2 However, as with its secret TSB program, Defendant's secret repair and/or
3 reimbursement program is also strictly limited to the most persistent customers
4 who complain loudly enough. For example, Defendant refused to replace
5 Plaintiff's indoor carpeting damaged by the water leak defect while agreeing to
6 replace or reimburse the floor carpeting and other similar items which is similar to
7 the manner in which Defendant deals with the most persistent customers who
8 complain loudly enough.

9 17. Plaintiff is informed and believes and based thereon alleges that
10 despite notice of the defect from numerous customer complaints, Defendant has
11 not recalled the Class Vehicles to repair the defect, has not offered its customers a
12 suitable repair or replacement free of charge, and has not offered to reimburse the
13 Class Vehicles' owners and leaseholders the costs they incurred relating to
14 repairing water leaks and the related damage that it causes, including but not
15 limited to repairing or replacing electrical components and floor carpeting,
16 detailed cleaning and drying, removal of foul odors, repairs from water damage,
17 increased insurance premiums, vehicle rental costs, etc.

18 18. Defendant knew and concealed the defects that are contained in every
19 Class Vehicle, along with the attendant dangerous safety problems and associated
20 repair costs, from Plaintiff and Class Members both at the time of sale and repair
21 and thereafter. Had Plaintiff and the Class Members known about these defects at
22 the time of sale or lease, Plaintiff and the Class Members would not have
23 purchased the Class Vehicles or would have paid less for them. As a result of
24 their reliance on Defendant's omissions and/or misrepresentation, owners and/or
25 lessees of the Class Vehicles have suffered ascertainable loss of money, property,
26 and/or loss in value.

27 19. Additionally, as a result of the water leak defect in the Class
28 Vehicles, Plaintiff and the Class Members have been harmed and have suffered

1 actual damages in that the Class Vehicles are experiencing continuous,
2 progressive, and repeated water leak defect problems and/or are substantially
3 certain to experience water leak defect problems before their expected useful life
4 has run.

5 **PARTIES**

6 **Plaintiff:**

7 20. Plaintiff Rodolfo Mendoza is a California citizen who lives in Los
8 Angeles County, California. Mr. Mendoza purchased a used 2008 Chevrolet
9 Equinox LS from Wondries Chevrolet on January 18, 2009. Mr. Mendoza
10 purchased this vehicle primarily for his personal, family, or household purposes.
11 This vehicle was manufactured, sold, distributed, advertised, marketed, and
12 warranted by Defendant, and bears the Vehicle Identification No.
13 2CNDL13F786001899.

14 21. In December 2009, with approximately 35,000 miles on the vehicle's
15 odometer and after a week with a great deal of rainfall, Mr. Mendoza's daughter,
16 Ms. Janet Mendoza, noticed a pungent odor emanating from the vehicle that
17 caused her light headaches and breathing difficulties. A few days later when
18 clearing out the back seat of the vehicle, Ms. Mendoza noticed that her file folders
19 had fallen out and were wet. Upon further investigation, Ms. Mendoza noticed
20 that the rear passenger and driver side seat of the vehicle were all wet.

21 22. On December 15, 2009, Ms. Mendoza brought the vehicle to an
22 authorized GM dealer, complaining that there was a foul odor and that water was
23 leaking inside the vehicle. In response, the dealer instructed Ms. Mendoza to "just
24 air it out" and that "it happens here all the time." Not satisfied with this response,
25 Ms. Mendoza visited another authorized GM dealer, who ultimately sent her to
26 O'Donnell Chevrolet-Buick, GM's authorized dealer in San Gabriel, CA. The
27 sales manager there inspected the vehicle, opened up the trunk, and showed Ms.
28

1 Mendoza that (in addition to the interior of the vehicle) the spare tire pit in the
2 trunk was also full of water.

3 23. O'Donnell Chevrolet did not provide Plaintiff with the fixes that
4 Defendant had outlined in its clandestine TSB program to its dealers.

5 24. The GM dealer also confirmed that there was mold and an associated
6 mildew odor in the vehicle but refused Plaintiff's request to replace the carpets.

7 25. When the vehicle was finally returned to Plaintiff and her daughter,
8 the vehicle still smelled of mildew. In fact, Plaintiff's vehicle continues to
9 experience problems associated with the water leak defect.

10 26. In addition to other damages, Plaintiff has incurred damages related
11 to clearing the interior carpets of the vehicle. Similarly, like other class members,
12 Plaintiff has not received the fixes outlined in Defendant's secret TSB.

13 27. At all time, Plaintiff, like all Class Members, has driven his vehicle in
14 a foreseeable manner and in the manner in which it was intended to be used.

15 **Defendant:**

16 28. Defendant GM is a Delaware Limited Liability Company with its
17 headquarters and principal place of business in the State of Michigan. Defendant
18 does business in the state of California. Defendant designs, tests, manufactures,
19 distributes, sells, and leases Class Vehicles and sports utility Class Vehicles under
20 several prominent brand names, including but not limited to Chevrolet, GMC, GM
21 and Pontiac throughout the United States.

22 **JURISDICTION**

23 29. This is a class action.

24 30. Members of the proposed Plaintiff Class are citizen of California, a
25 state different from the home state of Defendant.

26 31. On information and belief, the aggregate claims of individual Class
27 Members exceed \$5,000,000, exclusive of interest and costs.

28 32. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

VENUE

33. Defendant, through its business of distributing, selling, and leasing its Class Vehicles, has established sufficient contacts in this district such that it is subject to personal jurisdiction here. Defendant is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a). Plaintiff's counsel's Declaration, as required under California Civil Code section 1780(c), which reflects that Defendant's principal place of business in California is in Los Angeles County, California, is attached as Exhibit 1.

34. In addition, a substantial part of the events or omissions giving rise to these claims and a substantial part of the property that is the subject of this action are in this district.

35. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

APPLICABLE LAW

36. California State law applies to all claims in this action.

FACTUAL ALLEGATIONS

37. For years, Defendant has designed, manufactured, distributed, sold, and leased the Class Vehicles. Upon information and belief, it has sold, directly or indirectly through dealers and other retail outlets, thousands, if not tens of thousands, of Class Vehicles in California and nationwide.

38. The Class Vehicles contain a water leak defect. This defect is substantially and unreasonably dangerous, as it can result in drivers of the Class Vehicles being exposed to hazardous contaminants, such as mold. Further, the water leak defect can lead to irreparable damage to electrical and mechanical components in the Class Vehicles, such as the front lights and tail lights, which creates a serious operational and safety concern to both the Class Vehicles' occupants and the public.

39. The water leak defect is also dangerous because of the danger of catastrophic engine and/or electrical system failure as a result of leaked water

1 damaging the vehicle's interior components while the vehicle is in operation.
2 Thus, the flooding can cause engine failure, suddenly and unexpectedly, at any
3 time and under any driving condition or at any speed, thereby contributing to
4 traffic accidents, which can result in personal injury or death.

5 40. Plaintiff is informed and believes and based thereon alleges that
6 Defendant acquired its knowledge of the water leak defect through sources not
7 available to Class Members, including but not limited to pre-release testing data,
8 early consumer complaints about the water leak defect to Defendant and its
9 dealers who are its agents for vehicle repairs, testing conducted in response to
10 those complaints, aggregate data from Defendant's dealers, and from other
11 internal sources.

12 41. Hundreds, if not thousands, of purchasers and lessees of the Class
13 Vehicles have experienced problems with water leaks. Complaints filed by
14 consumers with the NHTSA and posted on the Internet demonstrate that the defect
15 is widespread and dangerous, and that it manifests without warning. The
16 complaints also indicate Defendant's awareness of the defect and how potentially
17 dangerous the defective condition is (note that spelling and grammar mistakes
18 remain as found in the original):

- 19 • NHTSA Complaint: ON JAN. 11, 2010, I STARTED MY CAR TO
20 LET IT WARM UP BEFORE LEAVING FOR WORK. I LET THE
21 CAR RUN FOR ABOUT 10 MINUTES. DROVE THE 20 MINUTE
22 DRIVE TO WORK, AND WHEN I GOT DOWNTOWN, THE CAR
23 SHUT DOWN AND ALL OF THE WARNING LIGHTS ON THE
24 DASHBOARD CAME ON. WAS ABLE TO COAST TO SIDE OF
25 STREET AND STOP CAR. RESTARTED CAR AND PUT INTO
26 DRIVE. ALL WARNING LIGHTS STILL ON, AND DON'T HAVE
27 ANY POWER. WAS ABLE TO COAX CAR TO GO THREE
28 BLOCKS TO PARKING LOT, AND CALLED DEALER WHO

1 CAME AND GOT THE CAR. AFTER CHECKING, I WAS TOLD
2 THAT WATER HAD LEAKED DOWN THE RIGHT FRONT
3 PASSENGER SIDE OF THE WINDOW, FREEZING, THAWING
4 AND BACKING UP WHICH GOT TO THE WIRING AND
5 BURNT IT OUT. REALLY GLAD THAT I WASN'T ON THE
6 INTERSTATE THAT MORNING. *TR

- 7 • NHTSA Complaint: EQUINOX HAS HAD POWER FAILURE
8 WHILE DRIVING 6+ TIMES...ALL WHEN DRIVING IN WET
9 CONDITIONS (EITHER RAINING OR HAVING JUST RAINED).
10 FIRST TIME WAS TOLD BY DEALERSHIP THAT I DROVE
11 THRU A PUDDLE AND GOT EVERYTHING WET (I DIDN'T);
12 HAD SOMETHING TO DO WITH THE ELECTRICAL SYSTEM
13 REPLACED. HAVE TAKEN CAR BACK TO DEALER WITHIN
14 THE LAST TWO MONTHS BECAUSE IT HAPPENED AGAIN,
15 AND WAS TOLD ALL OF MY WEATHERSTRIPPING NEEDED
16 REPLACING B/C THAT WAS ALLOWING WATER IN. HAD
17 THIS DONE. HAPPENED AGAIN TONIGHT (WET WEATHER
18 TODAY, BUT WAS NOT RAINING WHEN I WAS DRIVING).
19 THE OTHER TIMES THIS HAS OCCURRED, I'VE LET MY
20 EQUINOX SIT WHERE IT DIED FOR A FEW DAYS TO LET IT
21 "DRY OUT" AND THAT HAS WORKED, BUT THIS NOT
22 EXACTLY THE BEST SOLUTION AS I DON'T LIVE IN THE
23 DESERT AND IT DOES RAIN HERE. CHEVY DEALER OF NO
24 HELP; SAID HE AGREES THERE IS A MANUFACTURING
25 DEFECT BUT THERE IS NOTHING HE CAN DO ABOUT IT.
26 ADVISED ME TO CALL CHEVY CS. I HAVE DEALT WITH
27 THEM BEFORE ON ANOTHER EQUINOX ISSUE AND THEY
28

1 WERE OF NO HELP. WISH I WOULD HAVE INVESTIGATED
2 MY STATE'S LEMON LAW IN TIME. SUDDEN AND TOTAL
3 LOSS OF POWER IS DANGEROUS!! *TR

- 4 • NHTSA Complaint: EVERYTIME THAT I TAKE MY CAR IN
5 FOR A QUICK CAR WASH OR IF IT RAINS REALLY HARD (IN
6 FLORIDA IT DOES)... WATER LEAKS THROUGH THE LIGHTS
7 IN THE CEILING, THE BACK HATCH, AND THROUGH THE
8 FLOOR BOARDS. MY CHECK ENGINE LIGHT COMES ON
9 AND THE DEALER TELLS ME THAT IT IS WATER
10 CORROSION FROM THE WATER LEAKING THROUGH THE
11 ELECTRICAL WIRING HARNESS. THIS CAUSES MY CAR TO
12 RUN, EVEN THOUGH I HAVE MY PEDAL TO THE FLOOR,
13 VERY SLOW. I CAN'T GO PAST 10MPH. I AM AFRAID OF
14 ELECTRICAL FIRE. I CAN HARDLY TURN A CORNER... I AM
15 AFRAID OF A CAR ACCIDENT. MY CAR IS ONLY 2 YEARS
16 OLD NOW... 4/2008 AND THIS HAS HAPPENED A 3RD TIME.
17 MY BATTERY HAS ALREADY HAD TO BE REPLACED AND
18 MY RADIO REPLACED TWICE BECAUSE OF THE "CD
19 CHANGER ERROR". NOW I CAN ONLY IMAGINE, WITH ALL
20 OF THE WATER THAT KEEPS COMING IN, WHAT
21 CONDITION MY CAR WILL BE IN A FEW MONTHS FROM
22 NOW. ELECTRICAL PROBLEMS, BAD SMELL, CORRODING
23 FLOOR BOARDS AND WHO KNOWS WHAT ELSE. *TR

- 24 • NHTSA Complaint: THE CONTACT STATED THAT WHILE
25 DRIVING IN THE RAIN VEHICLE LOST POWER. THIS HAS
26 HAPPENED SEVERAL TIMES WITHIN THE LAST 6 MONTHS.
27 THE CONTACT TOOK THE VEHICLE TO THE DEALERSHIP
28

1 TO BE SERVICED AND THEY HAVE NOT BEEN ABLE TO
2 DIAGNOSIS THE FAILURE. *AK

- 3 • NHTSA Complaint: 2007 PONTIAC TORRENT (CHEVROLET
4 EQUINOX) SHUTTERS AND ABS BRAKES MALFUNCTION
5 DURING HEAVY RAIN STORMS. SHUTTERING FEELING IS
6 VERY PRONOUNCED, ENTIRE DRIVE TRAIN SHAKES. THIS
7 COMPLAINT IS SIMILAR OR IDENTICAL TO OPI # 10230804
8 AND 10211398. IT HAS OCCURRED SINCE THE CAR WAS
9 NEW, ABOUT 20 TIMES, CAR NOW HAS 51,000 MILES.
10 MULTIPLE DEALER RETURNS COULD NOT DUPLICATE.
- 11 • NHTSA Complaint: THE BACK FLOORBOARD OF MY CAR
12 HAS BEEN NOTICABLY WET FOR A FEW MONTHS. MY CAR
13 IS OUT OF WARRANTY SO I BEGAN RESEARCHING ONLINE
14 TO SEE WHAT MIGHT BE THE PROBLEM. THE SEALS
15 AROUND THE DOORS WERE FINE. I DID FIND 3" OF WATER
16 LAYING IN MY SPARE TIRE COMPARTMENT. THERE IS NO
17 DRAIN HOLE FOR THE WATER TO BE REMOVED. THE
18 WATER IS COMING IN FROM THE TAIL LIGHTS. THE
19 DEALERSHIP I PURCHASED THE EQUINOX FROM SIMPLY
20 LAUGHED AT THE PROBLEM AND SAID IT WOULD COST
21 OVER \$200 TO REPLACE JUST THE TAIL LIGHT. THE SMELL
22 INSIDE OF THE VEHICLE IS HORRIBLE. IT IS OBVIOUSLY
23 RUSTING THE BODY AND CAUSING MOLD AND MILDEW
24 INSIDE THE VEHICLE. *TR
- 25 • NHTSA Complaint: I AM EXPERIENCING AN EXTREMELY
26 STRONG MILDEW SMELL INSIDE MY EQUINOX. IT IS SO
27 STRONG PEOPLE COMMENT OUTSIDE THE CAR. THE
28 SMELL ALSO PENETRATES CLOTHING SO THAT OTHERS

1 NOTICE THE SMELL. PEOPLE WILL NOT RIDE IN MY CAR. I
2 HAVE HAD IT TO THE DEALER TWICE. BOTH TIMES THE
3 ODOR IMPROVES SLIGHTLY (THEY DEPDORIZE THE HVAC)
4 BUT STILL OTHERS COMMENT. I AM CONCERNED ABOUT
5 DRIVING MY 3 YEAR OLD B/C OF THE SMELL. WE HAVE
6 FOUND NO VISIBLE WETNESS OR MOLD. THE RUBBER
7 AROUND TWO WINDOWS WAS LOOSE BUT THE DEALER
8 DID NOT FIND WATER INSIDE THE DOOR. THE SMELL
9 DOES NOT SEEM TO BE COMING FROM THE VENTS BUT
10 MORES SO JUST FROM THE CAR. *NM

- 11 • NHTSA Complaint: . . . WATER SOAKING FLOOR BOARDS
12 TWICE CAUSING MOLD & MILDEW *NM

- 13 • NHTSA Complaint: . . . THE CONSUMER HAD DRIVEN
14 THROUGH A CAR WASH, THE DOME LIGHT HAD FILLED
15 WITH WATER, THE LOWER DASH WAS DRIPPING WATER . .
16 .. *SC *JB

- 17 • NHTSA Complaint: SPARE TIRE WELL UNDER THE FLOOR IN
18 THE REAR OF MY EQUINOX FILLS WITH WATER. THIS
19 MORNING IT HAD MORE THAN TWO INCHES. I DID NOT
20 REALIZE THIS WAS HAPPENING AND I DO NOT KNOW
21 WHERE IT IS COMING FROM. MY NEIGHBOR HAS THE
22 SAME PROBLEM AS DOES HIS COWORKER (BOTH ARE
23 FLEET VEHICLES). HE JUST TOLD ME ABOUT IT AND I
24 LOOKED IN MINE. HE HAS GOTTEN A NEW COMPANY CAR
25 AS HE WAS GETTING SICK FROM MOLD FROM THE LEAK.

- 26 • NHTSA Complaint: I HAD TO HAVE MY TRUNK
27 COMPARTMENT REPLACED AND SOME AREAS AROUND
28 THE FRAME OF THE BODY RE-SEALED DUE TO EXCESS

1 WATER ACCUMULATING IN THE SPARE TIRE AREA. I WAS
2 FIRST TOLD BY THE DEALER REPAIR SHOP THAT IT WAS A
3 DEFECT BUT WHEN I REQUESTED REIMBURSEMENT GM
4 DENIED THAT THE DEALER EVER TOLD THEM THIS. I
5 BELIEVE GM IS DENYING THAT THERE ARE SOME
6 STRUCTURAL PROBLEMS WITH THIS YEAR AND MODEL
7 AND MY FEAR IS THAT ANOTHER YEAR DOWN THE ROAD
8 THERE WILL BE OTHER ISSUES WITH THE FRAME/BODY
9 OF THIS MODEL VEHICLE. ALSO, IT BOTHERS ME THAT
10 WE ARE ENCOURAGED TO "BUY AMERICAN" BUT THE
11 AMERICAN CAR MAKERS DO NOT WANT TO STAND UP TO
12 THEIR PROMISE OF GOOD MAKEMANSHIP. I AM
13 DISAPPOINTED AND ESPECIALLY WITH THE DISHONESTY
14 AT THE CORPORATE LEVEL OF THIS CORPORATION. *TR
15 • NHTSA Complaint: WE OWN A 2007 EQUINOX, OUR FRIEND
16 STATED THAT HIS EQUINOX HAD WATER IN THE SPARE
17 TIRE COMPARTMENT. WE HAVE BEEN GETTING SICK FOR
18 A WHILE AND DIDN'T KNOW WHY. WE LOOKED IN OUR
19 SPARE TIRE COMPARTMENT AND THERE WAS A FOOT OF
20 WATER. NOW WE CANNOT DRIVE THIS VEHICLE FOR
21 HEALTH REASONS. GM KNEW ABOUT THIS PROBLEM FOR
22 THERE ARE 3 SERVICE BULLETINS FOR THIS PROBLEM.
23 THEY WILL NOT HELP US WITH A TRADE ASSIST AND WE
24 CANNOT DRIVE IT DUE TO THE MOLD. WE HAVE
25 CONDENSATION IN THE INSIDE OF THE VEHICLE AND
26 HAVE TO WIPE IT OFF WITH A TOWEL BEFORE WE CAN
27 DRIVE IT. THE VEHICLE IS FULL OF MOLD! I'M SURE THIS
28 VEHICLE HAS BEEN LEAKING SINCE DAY ONE! *TR

- 1 • Internet Posting: • 2007 Pontiac Torrent, water in the spare tire well,
2 been to dealer 4 times, still leaks, 1st & 2nd time replaced a tail light,
3 3rd time sealed seam in rear panel, 4th time sealed wire grommets at
4 the top of rear door & removed both taillights to seal some body
5 seams. Will not leak with a water hose, only when it rains.
- 6 • Internet Posting: my 07 equinox is also getting water in the tire well
7 but they dont know where the leak is coming from
- 8 • Internet Posting: My 2006 Equinox leaks from the driver side near
9 the Hood release I have to keep towels down when it rains. any
10 suggestions??????? In washington state where it rains all the time is
11 not good-.
- 12 • Internet Posting: good luck, I have a 07 Equinox and after taking it to
13 the dealership and them sending it out for repair and fixing 9-10
14 leaks..... I still have water under the spare tire... Also major concern
15 for mold buildup in my carpet. . . . I'm soooooooooo tired of having
16 to deal with this. . . . that was one of the 9 or 10 leaks they have fixed
17 so far. thanks for sharing here's an update ... I now have a
18 lemon law atty. we are waiting for better business bureau to inspect
19 my vehicle. I have purchased a mold kit and will put it in the car
20 tomarrow. I have been back and forth to the doctor soooo many
21 times lately. They now think I have asthma due to being around
22 mold ... hmm wonder where I could have been around mold my
23 doctor advised me not to drive my car anymore .. GM does not want
24 to do anything about this, I am so sick of this, Now my car is parked
25 under a car cover. Gatta love paying for a car note and insurance on
26 something I cannot drive, I have made it my goal to make sure every
27 equinox I see driving around knows to check for this issue .. ,
28 hopefully I can catch them before their warranty wears out.

- 1 • Internet Posting: I CANT STOP CRYING!! i have about ten gallons
2 of standing water in my tire well and the dealer ship just sent me to a
3 "water work place" it will cost me 1,000 dollars ..insurance will not
4 cover it will take 4days to fix it. It will cost 180.00 to rent a car. I
5 have no radio the water damage blew my amp located under back
6 seats so i have to that fixed!! no one can just empty out the water till
7 i come up with this lump sum of money
- 8 • Internet Posting: the dealership that we bought the car from is saying
9 that our warranty doesnt cover the leak. I told the service dude to
10 look online to see how many other equinoxes have this SAME
11 problem, but he didnt care, He said that since there isnt a Government
12 recall, they cant do anything. He thought that \$1000,00 was a good
13 price to pay to seal the rubber part up. Are you freaking kidding me
14 .. , um no thanks, So if any of you got your warranty to cover this ... I
15 just want to know how.

16 42. Customers have reported the water leak defect in the Class Vehicles
17 to Defendant directly and through its dealers. Defendant is fully aware of the
18 water leak defect in the Class Vehicles. Despite this, Defendant has actively
19 concealed the existence and nature of the defect from Plaintiff and the Class
20 Members at the time of purchase or lease and thereafter. Specifically, Defendant
21 has:

- 22 a. failed to disclose, at and after the time of purchase or lease and
23 repair, any and all known material defects or material
24 nonconformity of the Class Vehicles, including the water leak
25 defect of the Class Vehicles and its associated repair costs;
- 26 b. failed to disclose at the time of purchase or lease that the Class
27 Vehicles, including the water leak defect of the Class Vehicles,
28

1 were not in good working order, were defective, and were not
2 fit for their intended purpose; and

3 c. failed to disclose or actively concealed the fact that the Class
4 Vehicles had a water leak defect, despite the fact that
5 Defendant learned of such defects through consumer
6 complaints, as well as other internal sources, as early as 2005,
7 if not before.

8 43. Defendant has caused Plaintiff and Class Members to expend money
9 at its dealerships or other third-party facilities to clean, repair, replace parts and/or
10 take other remedial measures related to the water leak defect of the Class
11 Vehicles, as well as to repair or replace items damaged by water leaks and
12 flooding resulting from the water leak defect, despite Defendant's knowledge of
13 the water leak defect.

14 44. Further, Defendant has caused Plaintiff and Class Members to expend
15 money professionally cleaning the Class Vehicles, as well as to find alternative
16 means of transportation due to loss of use of the Class Vehicles.

17 45. Defendant has not recalled the Class Vehicles to repair the defect, has
18 not offered to its customers a suitable repair or replacement of parts free of charge
19 related to the water leak defect, has not offered to reimburse Class Vehicle owners
20 and leaseholders who incurred costs relating to repairs related to the water leak
21 defect, and has not offered to reimburse Class Members any other costs associated
22 with repairing or addressing problems caused by the water leak defect.

23 46. The Class Members have not received the value for which they
24 bargained for when they purchased or leased the Class Vehicles.

25 47. As a result of the defect, the value of the Class Vehicles has
26 diminished, including without limitation their resale values.

VIOLATION OF CALIFORNIA SECRET WARRANTY LAW

48. Defendant has violated, and continues to violate, California Civil Code section 1795.90 *et seq.* (the "California Secret Warranty Law"). The California Secret Warranty Law was enacted to abolish "secret" warranties. The term "secret warranty" is used to describe the practice by which an automaker establishes a policy to pay for repair of a defect without making the defect or the policy known to the public at large. A secret warranty is usually created when the automaker realizes that a large number of its customers are experiencing a defect not covered by a factory warranty, and decides to offer warranty coverage to individual customers only if, for example, the customer complains about the problem first. The warranty is considered "secret" because all owners are not notified of it. Instead, the automaker usually issues a TSB to its regional offices and/or dealers on how to deal with the defect, although a TSB or other formal document is not necessary to create a secret warranty. Because owners are kept in the dark about the cost-free repair, the automaker only has to reimburse those consumers who complain loudly enough; the quiet consumer either does not fix the problem or pays to fix the defect by himself or herself.

49. Defendant is a "manufacturer" as that term is defined by section 1795.50 of the California Secret Warranty Law. Section 1795.2 of the California Secret Warranty Law imposes several duties on auto manufacturers like Defendant, each of which is designed to do away with secret warranties.

50. Plaintiff and members of the proposed Class are consumers as that term is defined by section 1795.90(a) of the California Secret Warranty Law. The California Secret Warranty law requires automakers to notify consumers, by first-class mail, within 90 days of adoption, whenever they enact "any program or policy that expands or extends the consumer's warranty beyond its stated limit or under which [the] manufacturer offers to pay for all or any part of the cost of repairing, or to reimburse consumers for all or any part of the cost of repairing,

1 any condition that may substantially effect vehicle durability, reliability, or
2 performance”

3 51. The California Secret Warranty Law also requires automakers to
4 provide the New Motor Vehicle Board with a copy of the notice described above,
5 so the public can view, inspect, or copy that notice.

6 52. Additionally, the California Secret Warranty Law requires
7 automakers to advise their dealers, in writing, of the terms and conditions of any
8 warranty extension, adjustment, or reimbursement program.

9 53. The California Secret Warranty Law also requires an automaker to
10 “implement procedures to assure reimbursement of each consumer eligible under
11 an adjustment program who incurs expenses for repair of a condition subject to the
12 program prior to acquiring knowledge of the program.”

13 54. In 2008, Defendant issued a TSB. The TSB describes the numerous
14 water leak defects suffered by the Class Vehicles:

- 15 a. Water may be entering from top of the strut tower into the
16 driver side and or passenger side floor.
- 17 b. Water may be entering through the seams in the floor pan on
18 the driver side and/or passenger side.
- 19 c. Water may be entering through the liftgate weatherstrip.
- 20 d. Water may be entering between the liftgate and the
21 weatherstrip.
- 22 e. Water may be entering through a gap in the sealer at the rear
23 D-pillar (roof to body).
- 24 f. Water in spare tire.
- 25 g. Water in the rear compartment.

26 The TSB also describes the numerous possible causes of those water leak defects:

- 27 a. Water may be entering from top of the strut tower into the
28 driver side and or passenger side floor.

- b. Water may be entering through the seams in the floor pan on the driver side and/or passenger side.
- c. Water may be entering through the liftgate weatherstrip.
- d. Water may be entering between the liftgate and the weatherstrip.
- e. Water may be entering through a gap in the sealer at the rear D-pillar (roof to body).
- f. Water may be entering through a gap in the sealer behind the rear fascia.
- g. Water may be entering through a gap in the sheet metal behind the tail lamps.

Finally, the TSB describes the various temporary fixes for the water leak defects:

- a. Reseal the strut tower. Use 3M(TM) Ultrapro Autobody Sealant Clear or equivalent.
- b. Remove the carpet and reseal the sheet metal seam.
- c. Remove the weatherstrip and reseal the sheet metal.
- d. Adjust the liftgate. Refer to Liftgate Adjustment in SI.
- e. Remove the roof rack and inspect for any voids in the sealant. Refer to Luggage Carrier Replacement Equinox or Torrent in SI. Use 3M™ Ultrapro Autobody Sealant Clear or equivalent.
- f. Remove the rear fascia and reseal the sheet metal seam. Refer to Rear Bumper Fascia Replacement in SI.
- g. Remove the tail lamps. Refer to Tail Lamp Replacement in SI and reseal the sheet metal seam.

55. The TSB further states: "Important: IF A MILDEW ODOR IS PRESENT IN THE VEHICLE, REFER TO PIT4535." (emphasis in original).

1 56. Plaintiff is informed and believes and based thereon alleges that the
2 free water leak defect repairs outlined in Defendant's secret TSB is applicable to
3 all Class Vehicles.

4 57. Defendant does not typically pay for repairing the water leak defect
5 under its new car warranty (or any other warranty) because Defendant considers
6 water leaks to be the result of outside influences and, therefore, not covered by
7 Defendant's express warranty. In fact, Defendant or Defendant's authorized
8 dealers for vehicle repairs typically tell consumers that the water leak defect is as a
9 result of an outside influence and not covered under warranty.² Thus, by
10 extending its warranties to cover repair of the water leak defect, Defendant has
11 "expand[ed] or extend[ed] the consumer's warranty beyond its stated limit."

12 58. Additionally, the vehicle performance problems that the TSB
13 resealing and/or replacement procedures are intended to address "substantially
14 affect the vehicle durability, reliability, or performance." These problems include,
15 but are not limited to, engine failure, electrical system failure, as well as water
16 damage to interior components of the vehicles and tail lights, and rust. Therefore,
17 the offers to provide free repair of the water leak defect are "adjustment
18 programs" within the meaning of the California Secret Warranty Law.

19 59. Plaintiff is informed and believes and based thereon alleges that
20 Defendant has also extended its warranty in another way; namely, by employing a
21 secret policy to pay for the water leak defect related damage of those consumers

22 ² For example, a GM consumer explained GM's refusal to provide
23 warranty coverage this way:

24 The dealership that we bought the car from is saying that our
25 warranty doesnt cover the leak. I told the service dude to look
26 online to see how many other equinoxes have this SAME problem,
27 but he didnt care, He said that since there isnt a Government recall,
28 they cant do anything. He thought that \$1000,00 was a good price
to pay to seal the rubber part up. Are you freaking kidding me .. ,
um no thanks, So if any of you got your warranty to cover this ... I
just want to know how.

1 who complain loudly enough. The decision to offer this free repair outside the
2 vehicle's New Car Warranty is not done on an *ad hoc* basis. Rather, it is made
3 pursuant to a systematic policy—communicated to *inter alia*, regional offices,
4 dealers, and GM customer care personnel—to pacify the most vocal consumers so
5 as to preserve Defendant's reputation. Upon information and belief, the code
6 names for these policies, include but are not limited to good will adjustments or
7 policy adjustments.³

8 60. Again, water leaks are not normally included in the warranty
9 coverage. Thus, by extending its warranties to cover the water leak defect and/or
10 related damage, Defendant has "expand[ed] or extend[ed] the consumer's
11 warranty beyond its stated limit." Thus, Defendant's temporary repair and/or
12 repair of damage constitutes an adjustment program under the Secret Warranty
13 Law and constitutes an offer to pay for or to reimburse consumers for the cost of
14 repairing a condition that substantially affects vehicle durability, reliability, or
15 performance.

16 61. As a result of the foregoing, Defendant is obligated to comply with
17 the provisions of the California Secret Warranty Law with respect to its resealing,
18 replacing, repairing, and reimbursement offers. It has not done so.

19 62. Specifically, Defendant did not notify Plaintiff, or any other owner or
20 lessee of a Class Vehicle, of their right to free repair of the water leak defect and
21 consequent damage, or to be reimbursed for the cost of repairing the water leak
22 defect and consequent damage (*e.g.*, replacement of interior carpets, as well as
23 other components within the vehicle damaged by the water leak defect).

24 63. Defendant has also refused to provide the free water leak repair,
25 replacement or reimbursement to owners or lessees of affected vehicles who have

26 ³ For example, Defendant refused to replace Plaintiff's indoor carpets,
27 while at the same time it has reimbursed or replaced such items for other
28 consumers who complain loudly enough for the same and/or similar items.

1 specifically requested it. Moreover, even though Defendant is aware of fixes for
2 this problem, Defendant has refused to notify Plaintiff, or any other owner or
3 lessee of a Class Vehicle, of these available fixes and has refused to reimburse
4 owners or lessees of Class Vehicles for the consequent damages that the water
5 leak defect causes.

6 64. Additionally, Defendant has refused to reimburse consumers who
7 have paid to repair the water leak defect and/or paid for damage resulting from the
8 water leak defect.

9 65. Upon information and belief, Defendant did not comply with the
10 dealer-notification provisions of the California Secret Warranty Law.

11 66. Upon information and belief, Defendant has also failed to comply
12 with the New Motor Vehicle Board notification procedures.

13 **TOLLING OF THE STATUTE OF LIMITATIONS**

14 67. Since the defects in the design or manufacture of the Class Vehicles
15 resulting in water leaks cannot be detected until the defect manifests, Plaintiff and
16 Class Members were not reasonably able to discover the problem until long after
17 purchasing or leasing the Class Vehicles, despite their exercise of due diligence.

18 68. Plaintiff and Class Members had no realistic ability to discern the
19 water leak defect until water leaks occurred, and in some instances, until long after
20 the water leaks occurred, and/or until a moldy smell resulted from the water leaks.
21 In addition, despite their due diligence, Plaintiff and Class Members could not
22 reasonably have been expected to learn or discover that they were deceived and
23 that material information concerning the water leak defect was concealed from
24 them, until manifestation of the defect. Therefore, the discovery rule is applicable
25 to the claims asserted by Plaintiff and the Class Members.

26 69. Upon information and belief, Defendant has known of the structural
27 defects contained in the Class Vehicles since at least 2005, if not earlier, and has
28

1 concealed from or failed to alert owners and lessees of the Class Vehicles of the
2 water leak defect.

3 70. Any applicable statutes of limitation have therefore been tolled by
4 Defendant's concealment and denial of the facts alleged here. Defendant is
5 further estopped from relying on any statutes of limitation because of its
6 concealment of the defective nature of the Class Vehicles.

7 **CLASS ACTION ALLEGATIONS**

8 71. Plaintiff brings this lawsuit as a class action on behalf of himself and
9 all other California residents similarly situated as members of a proposed Plaintiff
10 Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2).
11 This action satisfies the numerosity, commonality, typicality, adequacy,
12 predominance, and superiority requirements of those provisions.

13 72. The Class and Sub-Class is defined as:

14 Class: All persons in the State of California who purchased or leased a
15 Chevrolet Equinox for the model years 2005-2009 or a Pontiac Torrent of
16 any type for the model years 2006-2009.

17 Sub-Class: All Members of the Class who are "consumers" within the
18 meaning of California Civil Code section 1761(d) ("the CLR Sub-Class").

19 Excluded from the Class are Defendant, any entity in which Defendant has
20 a controlling interest or which has a controlling interest of Defendant, and
21 Defendant's legal representatives, assigns, and successors. Also excluded is the
22 judge to whom this case is assigned, as well as any member of the judge's
23 immediate family.

24 73. Claims for personal injury are specifically excluded from the Class.

25 74. Plaintiff reserves the right to amend the Class and Sub-Class
26 definitions if discovery and further investigation reveal that the Class and Sub-
27 Class should be expanded or otherwise limited.

1 75. Numerosity: Although the exact number of Class Members is
2 uncertain and can only be ascertained through appropriate discovery, the number
3 is great enough such that joinder is impracticable. The disposition of the claims of
4 these Class Members in a single class action will provide substantial benefits to all
5 parties and to the Court.

6 76. Typicality: The claims of the representative Plaintiff is typical of the
7 claims of the Class in that the representative Plaintiff, like all Class Members,
8 owns a Class Vehicle designed and manufactured by Defendant that has the water
9 leak defect. The representative Plaintiff, like all Class Members, has been
10 damaged by Defendant's misconduct in that he has incurred or will incur the cost
11 of repairing the water leak defect or repairing damage caused by the defective
12 water leak defect. Furthermore, the factual basis of Defendant's misconduct are
13 common to all Class Members and represent a common thread of fraudulent,
14 deliberate, and negligent misconduct resulting in injury to all Members of the
15 Class.

16 77. Commonality: There are numerous questions of law and fact common
17 to Plaintiff and the Class which predominate over any questions affecting only
18 individual Class Members. These common legal and factual issues include the
19 following.

- 20 a. Whether the Class Vehicles are defectively designed or
21 manufactured such that they are not suitable for their intended
22 use;
23 b. Whether Defendant knew or should have known of the
24 inherent design or manufacturing defect in its Class Vehicles;
25 c. Whether Defendant fraudulently concealed from or failed to
26 disclose to Plaintiff and the Class the inherent problems with
27 its Class Vehicles;
28

- d. Whether Defendant had a duty to Plaintiff and the Class to disclose the inherent problems with its Class Vehicles;
- e. Whether the facts concealed or not disclosed by Defendant to Plaintiff and the Class are material;
- f. Whether as a result of Defendant's concealment of or failure to disclose material facts, Plaintiff and the Class acted to their detriment by purchasing Class Vehicles manufactured by Defendant;
- g. Whether Defendant failed to adequately warn Plaintiff and the Class regarding the limitations of its Class Vehicle;
- h. Whether Defendant engaged in unfair competition or unfair deceptive acts or practices when it concealed the limitations and failed to warn Plaintiff and Class Members of the defects in its Class Vehicles;
- i. Whether Defendant's conduct in marketing, selling, and leasing its Class Vehicles constitutes a violation of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*;
- j. Whether Defendant's conduct in marketing, selling, and leasing its Class Vehicles constitutes a violation of the Unfair Business Practices Act, California Business & Professions Code section 17200 *et seq.*;
- k. Whether resealing the water leak defect under Defendant's clandestine TSB program is an "adjustment program" under the Secret Warranty Law;
- l. Whether Defendant breached its implied warranties in that the Class Vehicles were defectively designed and or manufactured;

1 m. Whether Defendant should be declared financially responsible
2 for notifying all Class Members of the problems with its Class
3 Vehicles and for the costs and expenses of repair and
4 replacement of the Class Vehicles;

5 n. Whether Plaintiff and the Class are entitled to replacement of
6 parts related to the water leak defect;

7 78. Adequate Representation: Plaintiff will fairly and adequately protect
8 the interests of the Class. Plaintiff has retained counsel with substantial
9 experience in prosecuting consumer class actions—specifically actions involving
10 defective products. Plaintiff and his counsel are committed to prosecuting this
11 action vigorously on behalf of the Class and have the financial resources to do so.
12 Neither Plaintiff nor his counsel has any interest adverse to those of the Class.

13 79. Predominance and Superiority: Plaintiff and the Members of the
14 Class have all suffered and will continue to suffer harm and damages as a result of
15 Defendant's unlawful and wrongful conduct. A class action is superior to other
16 available methods for the fair and efficient adjudication of the controversy.
17 Absent a class action, most Class Members would likely find the cost of litigating
18 their claims prohibitively high and would therefore have no effective remedy at
19 law. Because of the relatively small size of the individual Class Member's claims,
20 it is likely that only a few Class Members could afford to seek legal redress for
21 Defendant's misconduct. Absent a class action, Class Members will continue to
22 incur damages and Defendant's misconduct will continue without remedy. Class
23 treatment of common questions of law and fact would also be superior to multiple
24 individual actions or piecemeal litigation in that class treatment will conserve the
25 resources of the courts and the litigants, and will promote consistency and
26 efficiency of adjudication.

FIRST CLAIM FOR RELIEF
(Violation of California's Consumers Legal Remedies Act,
California Civil Code section 1750 *et seq.*)

80. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

81. Plaintiff brings this cause of action against Defendant on behalf of himself and on behalf of the Members of the CLRA Sub-Class.

82. Defendant is a "person" as defined by Civil Code section 1761(c).

83. Plaintiff and Class Members are consumers who purchased or leased the Class Vehicles.

84. By failing to disclose and concealing the water leak defect, Defendant violated Civil Code section 1770(a), as it represented that its Class Vehicles had characteristics and benefits that they do not have, and represented that its Class Vehicles were of a particular standard, quality or grade when they were of another. (*See Civ. Code §§ 1770(a)(5) & (7).*)

85. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

86. Defendant knew that its Class Vehicles were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

87. Defendant was under a duty to Plaintiff and the Class to disclose the defective nature of the Class Vehicles:

- a. Defendant was in a superior position to know the true state of facts about the safety defect and associated repair costs in the Class Vehicles;

- 1 b. Plaintiff and the Class Members could not reasonably have
2 been expected to learn or discover that the Class Vehicles had
3 a dangerous safety defect until manifestation of the failure; and
4 c. Defendant knew that Plaintiff and the Class Members could
5 not reasonably have been expected to learn or discover the
6 safety defect and the associated repair costs that it causes.

7 88. In failing to disclose the water leak defect and the associated repair
8 costs that it causes, Defendant has knowingly and intentionally concealed material
9 facts and breached its duty not to do so.

10 89. The facts concealed or not disclosed by Defendant to Plaintiff and the
11 Class are material in that a reasonable consumer would have considered them to
12 be important in deciding whether to purchase Defendant's Class Vehicles or pay a
13 lesser price. Had Plaintiff and the Class known the defective nature of the Class
14 Vehicles, they would not have purchased the Class Vehicles or would have paid
15 less for them.

16 90. Plaintiff and the Class reasonably expected the Class Vehicles to
17 function properly and not to experience water leaks inside the interior cabin for
18 the life of their vehicles. That is the reasonable and objective consumer
19 expectation.

20 91. As a direct and proximate result of Defendant's unfair or deceptive
21 acts or practices, Plaintiff and the Class have suffered and will continue to suffer
22 actual damages.

23 92. Plaintiff and the Class are also entitled to equitable and injunctive
24 relief.

25 93. Plaintiff has provided Defendant with notice of its alleged violations
26 of the CLRA pursuant to Civil Code section 1782(a). If, within 30 days of the
27 date of the notification letter, Defendant fails to provide appropriate relief for its
28

1 violation of the CLRA, Plaintiff will amend this Complaint to seek monetary,
2 compensatory, and punitive damages, in addition to injunctive and equitable relief.

3 **SECOND CLAIM FOR RELIEF**

4 **(Violation of California's Unfair Business Practices Act, California Business**
5 **& Professions Code section 17200 *et seq.* – Violations of California's Secret**
6 **Warranty Law)**

7 94. Plaintiff hereby incorporates by reference the allegations contained in
8 the preceding paragraphs of this Complaint.

9 95. Plaintiff brings this cause of action on behalf of himself and on behalf
10 of the Members of the Class.

11 96. By committing the acts and practices alleged herein, Defendant
12 violated the Secret Warranty Law, and by doing so, has engaged in deceptive,
13 unfair, and unlawful business practices in violation of the Unfair Competition Law
14 ("UCL"), California Business & Professions Code section 17200 *et seq.*

15 97. Defendant's violation of the Secret Warranty Law (hence the UCL)
16 continues to this day. As a direct and proximate result of Defendant's violations
17 of the Secret Warranty Law, hence the UCL, Plaintiff and Class Members have
18 suffered damages related to the water leak defect.

19 98. Pursuant to section 17203 of the UCL, Plaintiff and Class Members
20 seek an order of this Court requiring Defendant to comply with the terms of the
21 California Secret Warranty Law by: (a) notifying Class Members of the secret
22 program for repairing the water leak defect and reimbursing for damage caused by
23 the water leak defect as required by the California Secret Warranty Law; (b)
24 providing free repairs, modifications, corrections, and/or replacements to all Class
25 Members as required by the Secret Warranty Law; (c) identifying and reimbursing
26 all Class Members who have made payments related to the water leak defect as
27 required by the Secret Warranty Law; (d) notifying California dealers of the facts
28 underlying the water leak defect and the terms of the secret program for repairing

1 the water leak defect and reimbursing for damage caused by the water leak defect
2 as required by the Secret Warranty Law; and (e) notifying the California New
3 Motor Vehicle Board of the secret program for repairing the water leak defect and
4 reimbursing for damage caused by the water leak defect as required by the Secret
5 Warranty Law.

6 99. Plaintiff and Class Members also seek an order: (a) enjoining
7 Defendant from failing and refusing to make full restitution of all moneys
8 wrongfully obtained as a result of its violations of the California Secret Warranty
9 Law, and (b) disgorging to Plaintiff and Class Members all ill-gotten revenues
10 and/or profits earned as a result of Defendant's violation of the California Secret
11 Warranty Law, plus an award of attorneys' fees and costs. This is because
12 Defendant profited from its sale of replacement parts to mechanics and dealers
13 because they ultimately replaced, repaired, corrected, or modified the defective
14 and/or replacement parts related to the water leak defect and damage caused by
15 the water leak defect.

16 **THIRD CLAIM FOR RELIEF**

17 **(Violation of UCL other than Violation of the Secret Warranty Law,**
18 **California's Unfair Business Practices Act, California Business & Professions**
19 **Code section 17200 *et seq.*)**

20 100. Plaintiff hereby incorporates by reference the allegations contained in
21 the preceding paragraphs of this Complaint.

22 101. Plaintiff brings this cause of action against Defendant on behalf of
23 himself and on behalf of the Members of the Class.

24 102. California Business & Professions Code section 17200 prohibits acts
25 of "unfair competition," including any "unlawful, unfair or fraudulent business act
26 or practice" and "unfair, deceptive, untrue or misleading advertising."
27
28

1 103. Defendant knew its Class Vehicles were defectively designed or
2 manufactured, would fail prematurely, and were not suitable for their intended
3 use.

4 104. Defendant concealed and failed to disclose to Plaintiff and the Class
5 the defective nature of the Class Vehicles:

- 6 a. Defendant was in a superior position to know the true state of
7 facts about the safety defects contained in the Class Vehicles;
8 b. Defendant made partial disclosures about the quality of the
9 Class Vehicles without revealing that they were defective and
10 highly prone to water leakage and flooding; and
11 c. Defendant actively concealed the defective nature of the Class
12 Vehicles from Plaintiff and the Class.

13 105. In failing to disclose the water leak defect, Defendant has knowingly
14 and intentionally concealed material facts and breached its duty not to do so.

15 106. The facts concealed or not disclosed by Defendant to Plaintiff and the
16 Class are material in that a reasonable person would have considered them to be
17 important in deciding whether to purchase the Class Vehicles or pay a lesser price
18 for them. Had Plaintiff and the Class known about the defective nature of the
19 Class Vehicles, they would not have purchased the Class Vehicles or would have
20 paid less for them.

21 107. Defendant continues to conceal the defective nature of the Class
22 Vehicles even after Class Members began to report problems. Indeed, Defendant
23 continues to cover up and conceal the true nature of the problem until this date.

24 108. By its conduct alleged herein, Defendant has engaged in unfair
25 competition and unlawful, unfair, and fraudulent business acts and practices.

26 109. Defendant's unfair or deceptive acts or practices occurred repeatedly
27 in Defendant's trade or business, and were capable of deceiving a substantial
28 portion of the purchasing public.

1 110. As a direct and proximate result of Defendant's unfair and deceptive
2 practices, Plaintiff and the Class have suffered and will continue to suffer actual
3 damages.

4 111. Defendant has been unjustly enriched and should be required to make
5 restitution to Plaintiff and the Class pursuant to sections 17203 and 17204 of the
6 California Business & Professions Code.

7 **FOURTH CAUSE OF ACTION**

8 **(Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty**
9 **Act, California Civil Code sections 1792 and 1791.1 *et. seq.*)**

10 112. Plaintiff hereby incorporates by reference the allegations contained in
11 the preceding paragraphs of this Complaint.

12 113. Plaintiff brings this cause of action against Defendant on behalf of
13 himself and on behalf of the Members of the Class.

14 114. Defendant was at all relevant times the manufacturer, distributor,
15 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to
16 know of the specific use for which the Class Vehicles were purchased.

17 115. Defendant provided Plaintiff and Class Members with an implied
18 warranty that the Class Vehicles are merchantable and fit for the ordinary
19 purposes for which they were sold. However, the Class Vehicles are not fit for
20 their ordinary purpose of providing reasonably reliable and safe transportation
21 because, *inter alia*, the Class Vehicles are defective due to the water leak defect
22 and the resulting safety-related and health hazards that it can cause.

23 116. Plaintiff and other Class Members never contemplated that their
24 vehicles would be unable to withstand water (*e.g.*, from rain or a carwash),
25 eventually become flooded, and be subject to the series of associated problems.
26 Plaintiff relied on implied warranties of merchantability made by Defendant
27 concerning the Class Vehicles and sustained substantial damages resulting from
28 the breach of those warranties by the Defendant. Plaintiff could not have

1 reasonably discovered the design defects of the Class Vehicles. Defendant's
2 breach of its implied warranties of merchantability was the direct and proximate
3 cause of Plaintiff's and the Class Members' damages.

4 117. Plaintiff and Class Members purchased the Class Vehicles within the
5 State of California. Defendant impliedly warranted that the Class Vehicles were
6 of merchantable quality and fit for such use. This implied warranty included,
7 among other things: (a) a warranty that the Class Vehicles were manufactured,
8 supplied, distributed, and/or sold by Defendant were safe for providing safe and
9 reliable transportation; and (b) a warranty that the Class Vehicles would be fit for
10 their intended use and would not experience flooding as a result of the water leak
11 defect when they are driven within their range of operation and during foreseeable
12 and normal usage.

13 118. Contrary to the applicable implied warranties, the Class Vehicles are
14 not fit for their ordinary and intended purpose of providing Plaintiff and the Class
15 Members durable and safe transportation during normal and/or foreseeable usage.
16 Instead, the Class Vehicles are defective, which defects include, but are not
17 limited to, the water leak defect.

18 119. Defendant's actions, as complained of herein, breached the implied
19 warranty that the Class Vehicles were of merchantable quality and fit for such use
20 in violation of California Civil Code sections 1792 and 1791.1.

21 **RELIEF REQUESTED**

22 120. Plaintiff, on behalf of himself and all others similarly situated,
23 requests the Court enter judgment against Defendant, as follows

- 24 a. An order certifying the proposed Plaintiff Class, designating
25 Plaintiff as the named representative of the Class and
26 designating the undersigned as Class Counsel;
- 27
28

- 1 b. A declaration that Defendant is financially responsible for
2 notifying all Class Members of the problems with its Class
3 Vehicles and their water leak defect;
- 4 c. An order requiring Defendant to comply with the Secret
5 Warranty Law by (i) notifying Class Members of the secret
6 repairing of the water leak defect, and the secret repair,
7 replacement, and reimbursement for water leak defect related
8 damage, as required by the California Secret Warranty Law;
9 (ii) providing free replacement, modification, and correction
10 related to the water leak defect to all Class Members as
11 required by the Secret Warranty Law; (iii) identifying and
12 reimbursing all Class Members who have paid for repairing the
13 water leak defect, replacement of parts related to the water leak
14 defect, and repair or replacement for damage caused as a result
15 of the water leak defect, as required by the Secret Warranty
16 Law; (iv) notifying California dealers of the facts underlying
17 the water leak defect problems and the terms of GM's secret
18 water leak defect repair program, and the repair, replacement,
19 and reimbursement for water leak defect related damage, as
20 required by the Secret Warranty Law; and (iv) notifying the
21 California New Motor Vehicle Board of GM's secret water
22 leak defect repair program, and the secret repair, replacement,
23 and reimbursement for water leak defect related damage, as
24 required by the Secret Warranty Law;
- 25 d. An order enjoining Defendant from further deceptive
26 distribution, sales, and lease practices with respect to its Class
27 Vehicles, and to repair the water leak defect and any damage
28 caused by the water leak defect;

- e. An award to Plaintiff and the Class of compensatory, statutory and punitive damages, including interest, in an amount to be proven at trial, except that for now, Plaintiff seeks only equitable and injunctive relief with respect to his claims under California's Consumer's Legal Remedies Act, California Civil Code section 1750 *et seq.*
- f. An award to Plaintiff and the Class of all incidental and consequential damages, including interest, which have resulted from Defendant's breach of their implied warranties;
- g. Any and all remedies provided pursuant to the Song-Beverly Act, including California Civil Code section 1794;
- h. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale or lease of its Class Vehicles, or to make full restitution to Plaintiff and the Class Members;
- i. An award of attorneys' fees and costs pursuant to California Code of Civil Procedure section 1021.5, the common fund theory, or any other applicable statute, theory, or contract;
- j. An award of pre-judgment and post-judgment interest, as provided by law;
- k. Leave to amend the Complaint to conform to the evidence produced at trial; and
- l. Such other or further relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

121. Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

1 Dated: April 12, 2010

2 THE LAW OFFICE OF ROBERT L. STARR

3
4 By: 

5 Robert L. Starr
6 Attorneys for Plaintiff
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EXHIBIT 1

1 Robert L. Starr (State Bar No. 183052)
2 e-mail: starresq@hotmail.com
3 THE LAW OFFICE OF ROBERT L. STARR
4 23277 Ventura Boulevard
5 Woodland Hills, California, 91364-1002
6 Telephone: (818) 225-9040
7 Facsimile: (310) 225-9042

8 Attorneys for Plaintiff Rodolpho F. Mendoza

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

11 RODOLPHO FIDEL MENDOZA,
12 individually, and on behalf of a class of
13 similarly situated individuals,

14 Plaintiff,

15 v.
16

17 GENERAL MOTORS, LLC,

18 Defendant.
19

Case Number:

**DECLARATION OF ROBERT L.
STARR**

DECLARATION OF ROBERT L. STARR

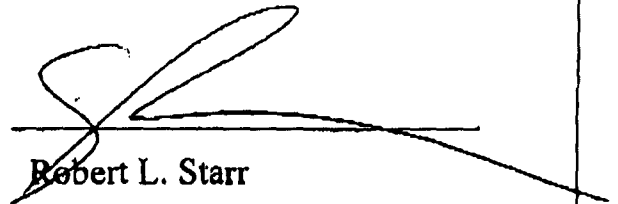
I, Robert L. Starr, declare as follows:

1. I am an attorney at law duly licensed to practice before this Court. I am a member of the law firm the Law Office of Robert L. Starr, counsel of record for Plaintiff in this action. The following facts are within my personal knowledge, and if called as a witness, I could and would competently testify thereto.

2. To the best of my knowledge, based on information and belief, Defendant General Motors, LLC is a Delaware Limited Liability Company with its principal place of business in Michigan. Defendant conducts business in the State of California, County of Los Angeles, and is domiciled at 818 West Seventh St., Los Angeles, California, 90017.

Executed on this 9th day of April, 2010, at Woodland Hills, California.

I declare under penalty of perjury that the foregoing is true and correct.



Robert L. Starr

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge A. Howard Matz and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

CV10- 2683 AHM (VBKx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Robert L. Starr (818) 1350522, The Law Office of
Robert L. Starr, 23277 Ventura Blvd., Woodland
Hills, CA 91364, (818) 225-9040

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Rodolfo Fidel Mendoza, individually, and on behalf of
a class of similarly situated individuals,

PLAINTIFF(S)

v.

General Motors, LLC,

DEFENDANT(S).

CASE NUMBER

CV10 2683

AHM VEXX

SUMMONS

TO: DEFENDANT(S); General Motors, LLC

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Robert L. Starr, whose address is 23277 Ventura Blvd., Woodland Hills, CA 91364-1002. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

CHRISTOPHER POWERS

APR 13 2010

Dated: _____

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

Pg 44 of 45
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> Rodolfo Fidel Mendoza, individually, and on behalf of a class of similarly situated individuals	DEFENDANTS General Motors, LLC
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) The Law Office of Robert L. Starr, 23277 Ventura Boulevard, Woodland hills, CA 91364-1002 (818) 225-9040	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%;"> <tr> <th style="text-align: left;">Plt</th> <th style="text-align: left;">Def</th> <th style="text-align: left;">Plt</th> <th style="text-align: left;">Def</th> </tr> <tr> <td><input checked="" type="checkbox"/> 1 Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 4 Incorporated or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td><input type="checkbox"/> 2 Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 5 Incorporated and Principal Place of Business in Another State</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td><input type="checkbox"/> 3 Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 6 Foreign Nation</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Plt	Def	Plt	Def	<input checked="" type="checkbox"/> 1 Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 4 Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 2 Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 5 Incorporated and Principal Place of Business in Another State	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 6 Foreign Nation	<input type="checkbox"/> 6
Plt	Def	Plt	Def														
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<input type="checkbox"/> 2 Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 5 Incorporated and Principal Place of Business in Another State	<input checked="" type="checkbox"/> 5														
<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 6 Foreign Nation	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ greater than \$5,000,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 USC section 1332 (diversity); Class Action pursuant to CAFA with causes of action for violations of California consumer protection statutes

VII. NATURE OF SUIT (Place an X in one box only.)

<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DTWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV10 2683

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
- ☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Rodolfo Fidel Mendoza - Los Angeles County	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
- ☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
General Motors, LLC - Los Angeles County	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
- Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date 4/9/10

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))